S. C.

Post Office Drawer 2567, Greenville, South Carolina 29602

STATE OF SOUTH CAROLINA COUNTY OF Greenville

SLEY MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Daniel R. McGee and Barbara K. McGee

(hereinafter referred to as Mortgagor) is well and truly indebted unto Chanticleer Real Estate, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of fifty thousand & no/100.

Dollars (\$ 50,000.00) due and payable

according to the terms of that certain promissory note executed even date herewith

with interest thereon from date

1Y24

at the rate of

per centum per annum, to be paid: With principal

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

12

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as lots 31, 32 and a portion of lot 30 of Paramount Park Subdivision, shown on plat thereof recorded in plat book W page 57 of the RMC Office for Greenville County, S.C. and having according to a recent survey October 1981 by Webb Surveying & Mapping Co., the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of the right-of-way of Pleasantburg Drive (By-Pass 291) corner of lot 33, being 111.0 feet more or less to Crosby Drive, and running thence with the joint line of said lots S.40-15 E. 114.91 feet to an iron pin; thence S. 38-19 W. 75.2 feet to an iron pin; thence S.46-45 W. 94.77 feet to an iron pin; thence turning N. 43-49 W. 125.50 feet to an iron pin on the southeast side of right of way of Pleasantburg Drive; thence with the southeast side of right of way of said Drive N. 46-38 E. 174.77 feet to the beginning corner.

The above-described property is the same acquired by the mortgagors by deed from the mortgagee dated May 24, 1982 to be recorded herewith.

This purchase money mortgage is a first mortgage.

ACCUMENTARY SOUND OF SOUND OF

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2